

19 cv 11744
Honorable Paul G. Gardephe
United States District Court Southern District of New York
40 Foley Square
New York, New York 10007

2023 SEP 12 AM 10:25
U.S. COURT OF APPEALS

September 6, 2023

Re: proposed class action settlement concerning Trump Campaign NDA's

Judge Gardephe:

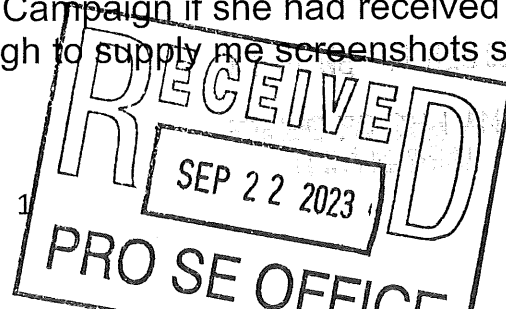
Good day, Your Honor. I respectfully write regarding the proposed class action certification and settlement, involving the **Trump Campaign NDA's**. It is my understanding that individuals affected by this proposed class, who object to this certification and/or settlement, may write to the Court. I thank Your Honor for the opportunity to be heard via this letter (and hope to also be permitted to attend the upcoming fairness hearing in October, by ZOOM or phone, so that I may speak at such).

I object to this class certification, and most certainly also object to the proposed settlement, on various grounds noted herein. Additionally, I call to Your Honor's attention various concerning matters that call into question:

- (a) whether affected individuals were indeed notified (and thus are even *aware* of this proposed class action and/or proposed settlement); and
- (b) whether the Notice of Proposed Class Action Settlement, so imperative to a class certification and settlement, was honest and accurate (it fails to include any mention as to what the purported 'class' is giving up).

FIRST, NOT ALL AFFECTED INDIVIDUALS RECEIVED THE NOTICE OF THE PROPOSED CLASS ACTION

I was a Senior Advisor on the Campaign who signed the NDA in 2016, yet I never received the Notice of the Proposed Class Action Settlement (the "**Notice**"), purportedly mailed out to all signatories this summer. This, I humbly suggest, should cause the Court to wonder who else similarly did not receive it. [Only upon, coincidentally, visiting the related docket on PACER, and seeing entries about a 'class action', did I then, out of simple curiosity, ask a friend from the 2016 Campaign if she had received some sort of letter, and she was kind enough to supply me screenshots so I could read the Notice for myself.]



Lest the Court suspect that the failure to send me the Notice was simply a matter of my having a different contact information than I did in 2016, the address and email address remain the same. But, more importantly, my name was simply... nowhere on the list: Plaintiff's counsel, Mr. Joe Slaughter at Ballard Spahr ("**Mr. Slaughter**"), recently confirmed to me that **my name was not anywhere on the list** provided to them by the Campaign (according to Plaintiff's counsel, they notified the affected individuals/potential class members, based on a list the Campaign provided). **This therefore calls into question who else is similarly missing from the Campaign-provided-list, and is currently in the dark about this proposed class and settlement, even though it will affect said individuals' rights.**

Even the purported summer-2022 letter-from-the-Campaign, allegedly sent out to "all" NDA signatories announcing we were all no longer bound by the NDA, did not reach all. I did not receive that, either (nor did a friend, another 2016-Senior-Advisor named Katrina Pierson). Consider: Even prior to contacting Mr. Spahr, I contacted Campaign counsel, Mr. Jared Blumetti ("**Mr. Blumetti**"), on July 14, 2023, asking why the proposed-class-settlement-Notice was not sent to me nor the alleged letter-from-the-Campaign, that was reportedly sent out *last* summer, in July 2022, officially announcing that we are no longer bound by the NDA. (This 'you are officially no longer bound by the NDA!' would have been nice to know, as I could have, at that point, finally pursued a book deal, for example.) (See **Exhibit B** email string)

This was particularly concerning, given that, as I see in the docket, Mr. Blumetti had submitted a sworn declaration to Your Honor that "all" had been notified.¹ (But clearly not "all" were notified...)

¹ **Mr. Blumetti filed a sworn declaration** on December 8, 2022, in which he attested under oath:

...the Campaign sent a signed letter to **each** of the putative class members in July 2022 stating that they are "no longer bound" by the Agreement's confidentiality and non-disparagement provisions and that the Campaign "will not enforce these provisions." ECF Doc. No. 83-2, p. 2. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 15th day of November 2022, in New York, New York.

Mr. Blumetti's (only) response was to, regarding the Notice of the proposed class settlement, shift the responsibility for notification to Plaintiff's counsel (which is not exactly accurate, as Plaintiff's counsel was responsible for sending out the class-settlement-notice to individuals, yes, but it is based on a list provided to Plaintiff's counsel *by the Campaign itself*). As for the letter the Campaign itself allegedly sent out to NDA-signatories *last* summer (summer 2022), announcing we were now free of the NDA, **Mr. Blumetti simply said he was "not sure" why I did not receive it ...** and left it at that. No, "Let me look into this and get back to you"... nothing. (See attached email response from Mr. Blumetti, July 14, 2023, **Exhibit C**). I found his lack of interest to be odd, particularly given that he is aware he filed a sworn declaration, attesting to this honorable Court and Your Honor that "all" were notified, so one would think he would follow up or at least try figure out why it was not sent to me. A few weeks later, I followed up with Mr. Blumetti, on August 23rd, writing in part:

This week, **Ballard Spahr confirmed that my name is not anywhere on the list that you/the Campaign provided to Ballard Spahr, purportedly containing the names of all who signed the NDA.** Hence, I did not receive notice of the class certification this year but, more importantly, this explains (and confirms) why I never received the letter the Campaign claims it sent to all who signed the NDA, released all from such, in summer of 2022 and only learned of this 'release' a few weeks ago. **Yet you filed a sworn declaration assuring Judge Gardephe that all signatories had been notified.**

Is your position that my name was on the list you/the Campaign provided to the "third party company" in 2022 but *not* on the list to Ballard Spahr? Such is unlikely. Please advise and please provide me a contact person at the "third party company" you utilized for dissemination of the release.

-email I sent to Mr. Blumetti on August 23, 2023 (See **Exhibit B** email string) (emphasis added)

-Declaration of Jared Blumetti, counsel for the Campaign, December 8, 2022, paragraph 7 therein (emphasis added) (Document #99)

I received no response from Mr. Blumetti.

I then emailed Mr. Blumetti again on August 30, 2023. (See **Exhibit B** email string)

I again received no response from Mr. Blumetti.

SECOND, AND MOST IMPORTANTLY, THE NOTICE APPEARS TO BE DEFECTIVE, IN THAT IT DOES NOT WARN CLASS MEMBERS ABOUT THE CONSIDERATION GIVEN ON THEIR PART / WHAT THEY ARE RELINQUISHING

According to a “Settlement Agreement and Mutual Release” in the docket (Document # 110-1), filed February 3, 2023, in exchange for the NDA’s official nullification, the class agrees to give up something very significant in return. It reads:

.... the Parties stipulate and agree that the claims of Ms. Denson and the Settlement Class should be and are hereby compromised and settled, subject to the Court’s approval, upon the following terms and conditions:...

v. Ms. Denson and the Settlement Class, on behalf of themselves... for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, forever, fully, irrevocably, and unconditionally **release and discharge the Campaign... from any and all claims, demands, debts, damages, costs, expenses, actions, causes of action, suits, and liabilities of any kind** and nature throughout the world, **whether known or unknown**, actual or potential, from the beginning of time to the Effective Date, **arising out of or related to the non-disclosure and the non- disparagement provisions of the Employment Agreement**, including, without limitation, all claims that were asserted by Ms. Denson in the Litigation, excluding the matters set forth below in paragraph 2(vi).

- “Settlement Agreement and Mutual Release” in the docket (Document # 110-1), filed February 3, 2023 (emphasis added)

This is the 'gist' of the entire class action: the Class would be relinquishing its rights to pursue any and all type of action, etc., stemming from NDA, known or *unknown* even.

This is quite 'a big deal.' So one would think it would be found in the Notice, in big, bold type.

Yet it is *nowhere*.

[I hope I am mistaken. Perhaps there was a subsequent 'settlement & release' that no longer included this relinquishing-of-rights and that is why this is missing from the Notice, but the one I quoted seems to be the only 'settlement agreement' in the docket.]

Shockingly, page 2 of the Notice simply informs the recipient of the benefit the class would *receive* (the 'good news' part in any class settlement notice), which is that the NDA will never be enforced. Okay. But immediately underneath that section, however, one would assume there should *also* be a "And what do the class members give up in return?" yet there is nothing about it, *anywhere* in the four pages.

This is highly concerning, as the entire purpose of a Notice is to inform the Class what rights they might be giving up, so they can object if they so wish.

Rather than approach the Court, as I have no choice but to do today, at first I tried to resolve my concerns directly with Plaintiff's counsel, Ballard Spahr. On August 17, 2023, I contacted Mr. Slaughter at Ballard Spahr, to ascertain why I never received the Notice. **(See attached email string, Exhibit A)** At first, Mr. Slaughter (Ballard Spahr) was responsive and seemingly helpful. We were able to ascertain that I was not on the list-of-signatories that the Campaign provided him. But then Mr. Slaughter's responsiveness suddenly changed, when I inquired about the 'elephant in the room': On August 22, 2023, I responded to Mr. Slaughter, in part, with:

...Does your class action seek to address all *damages* that any/all members of this alleged class would have pertaining to the NDA, and that all damages would be 'addressed' / resolved by the resolution? OR does it simply stand for the fact that officially the NDA no longer applies to any member of the class?"

-See Exhibit A (August 22, 2023, 7:23 pm)

Despite his earlier engagement, Mr. Slaughter suddenly went silent.

I then followed up again (in the hopes of being mistaken), on August 26th. Again, no response from Mr. Slaughter.

Finally, in a third (final) attempt (on August 29th), I wrote:

Mr. Slaughter,

Following up again.

I was able to obtain the Notice that was sent out, from an individual who did, unlike me, receive it and read it over.

There seems to be a glaring omission of the most material aspect (I hope I am mistaken). In the copy I obtained, it only speaks of the members no longer being bound by the NDA, and, naturally, what class member would object to that? What is MISSING is the key -- that this class action would, as I suspect (and per my earlier question posed to you), mean that the class members are agreeing that this small settlement addresses and disposes of, etc., any damages they had or might claim, related to the NDA. (A "Settlement Agreement and Mutual Release" filed in February of 2023, states that the class settlement would mean the class members release the Campaign of any and all claims related to the NDA.)

Why is that not mentioned anywhere in the Notice? It's what the class members would be agreeing to 'give up' so it seems like the one thing that should be in bold. That's the crux of it, no?, yet it's nowhere.

I am simply trying to clarify, before I write to the Court, and I hope I am mistaken. Perhaps those terms outlined in the February filing are no longer part of the terms.

Thank you.

-See Exhibit A (August 29, 2023, 2:15 pm), email to Mr. Slaughter (emphasis added)

I received no response. This is why I am left with no avenue but to write to the Court, as I do in this letter.

The class should not proceed to be certified, nor the proposed settlement approved, when the notification was defective, flawed, and/or incomplete.

THIRD, THIS MATTER DOES NOT LEND ITSELF TO A CERTIFIED CLASS

I object not only to the settlement but to the class certification itself. The damages caused by the NDA are all wildly divergent from one individual to the next. Some perhaps suffered no damages at all, particularly strictly operational or junior employees, who had no interest in working in politics, media, or even in speaking about the president and his policies. Meanwhile, others, such as I, who were senior advisors and nationally known in media, suffered millions of dollars in damages (multiple lost book opportunities and multiple lost lucrative job opportunities, e.g., as media pundits) because the NDA silenced us, even from being able to give our opinion on the current president of the U.S.! A handful suffered additional damages above and beyond even that, as we were even *sued* for allegedly violating the NDA. [For my part, the Campaign sued me for millions of dollars, mere days after giving birth, while I was nursing my newborn son, for allegedly violating the NDA. This was filed by Mr. Blumetti's partner, **Larry Rosen.**]

The signatories all felt different degrees of harm in their lives (some none at all, some severe) as a result of the NDA. Thus, the proposed 'class' is wildly different. **While all signed the NDA, that is where the commonality ends. The effect it had on each is entirely different.**

This all cannot possibly be 'addressed' by a 'class' where hundreds are lumped in together, despite **very little commonality**. The wrong suffered by the class representative here, for example, is entirely different from the vast majority of the class.

ADDITIONAL OBJECTIONS (ASIDE FROM FAILURE TO NOTIFY ALL; THE DEFECTIVE NOTICE; AND LACK OF CLASS COMMONALITY) TO

THE PROPOSED CLASS / CLASS SETTLEMENT

Lastly, the amount itself (\$450,000), with none of it going to the class itself (save for the class representative), despite representing a class of hundreds, is inequitable and unfair. There is not even a \$1 for any class member, nor even a personal apology from the Campaign that class members would receive.

The hundreds of individuals who were subjected to the NDA do not deserve to have their rights-for-redress-and-relief, known or unknown, taken away, so that the “class” attorneys and Ms. Denson can enjoy a windfall while the rest of the class gives up its rights.

It is entirely unknown what the *point* of this class even is. The Campaign has already entered a sworn declaration saying it will not enforce the NDA. I realize the Plaintiff’s position is, “But it is necessary to have a more formal nullification of the NDA than the Campaign’s voluntary declaration” and, sure, that is arguable *but not at the cost of giving up rights for actions/damages/relief for harm caused by the NDA, known or unknown.*

The class members would be giving up immense rights... for something they already have (freedom from the NDA, per the declarations). It makes no sense and I respectfully object.

Respectfully submitted,

s/Arlene Delgado
Arlene Delgado (electronic signature)
Arlene (“AJ”) Delgado
ajdelgado@outlook.com²
(305) 510-3400

COPIES SENT BY U.S. MAIL, ON SEPTEMBER 6, 2023, TO:
Clerk of Court
United States District Court Southern District of New York
40 Foley Square
New York, New York 10007

² home address not listed for safety reasons but may contact for same

Joseph Slaughter
Ballard Spahr LLP
1675 Broadway, 19th floor
New York, NY 10019

Patrick McPartland
Jared E. Blumetti
40 Wall Street, 32nd floor
New York, NY 10005

EXHIBIT A

Re: notification

A Delgado

Tue 8/29/2023 7:15 PM

To: Slaughter, Joseph <Slaughterj@ballardspahr.com>

Mr. Slaughter,

Following up again.

I was able to obtain the Notice that was sent out, from an individual who did, unlike me, receive it and read it over.

There seems to be a glaring omission of the most material aspect (I hope I am mistaken). In the copy I obtained, it only speaks of the members no longer being bound by the NDA, and, naturally, what class member would object to that? What is MISSING is the key -- that this class action would, as I suspect (and per my earlier question posed to you), mean that the class members are agreeing that this small settlement addresses and disposes of, etc., any damages they had or might claim, related to the NDA. (A "Settlement Agreement and Mutual Release" filed in February of 2023, states that the class settlement would mean the class members release the Campaign of any and all claims related to the NDA.)

Why is that not mentioned anywhere in the Notice? It's what the class members would be agreeing to 'give up' so it seems like the one thing that should be in bold. That's the crux of it, no?, yet it's nowhere.

I am simply trying to clarify, before I write to the Court, and I hope I am mistaken. Perhaps those terms outlined in the February filing are no longer part of the terms.

Thank you.

From: A Delgado <ajdelgado@outlook.com>

Sent: Saturday, August 26, 2023 6:15 AM

To: Slaughter, Joseph <Slaughterj@ballardspahr.com>

Subject: Re: notification

Mr. Slaughter:

Following up on my email sent last week. Please advise when you have a moment. Thank you

From: A Delgado <ajdelgado@outlook.com>

Sent: Tuesday, August 22, 2023 7:23 PM

To: Slaughter, Joseph <Slaughterj@ballardspahr.com>

Subject: Re: notification

Thank you, Mr. Slaughter, for your response.

It is troubling that the Trump Campaign omitted me from their list. I would, ordinarily, be the first name that comes to mind re: the NDA, as they sued me over it.

Regarding your matter and the proposed class action, yes, I realize this does not affect my pregnancy discrimination claim against the Campaign but does your class action seek to address all *damages* that any/all members of this alleged class would have pertaining to the NDA, and that all damages would be 'addressed' / resolved by the resolution? OR does it simply stand for the fact that officially the NDA no longer applies to any member of the class?

From: Slaughter, Joseph <Slaughterj@ballardspahr.com>
Sent: Tuesday, August 22, 2023 12:13 PM
To: A Delgado <ajdelgado@outlook.com>
Subject: RE: notification

Hi,

I don't see your name on the list they provided. I do see Katrina Pierson, with an address listed in Garland, Texas. That's where her notice was sent. I don't know why your name is not listed; as I said before, we're totally reliant on the Campaign for this info, and don't have any insight into how they keep it or how they collected it. We have to take their word that this was the most complete list they were able to generate. And to your question about email, we have email addresses for only about half of the 400+ individuals on the list (all have mailing addresses).

I did want to note one thing for you – my colleagues inform me that you have an open case pending against the campaign. I don't know if that factors into your interest in the settlement, but I can tell you that the settlement specifically exempts any existing litigation, so your pending case should not be affected in any way.

As always, happy to discuss on the phone if that would be helpful.

Best,
Joe

From: A Delgado <ajdelgado@outlook.com>
Sent: Monday, August 21, 2023 9:47 AM
To: Slaughter, Joseph (New York) <Slaughterj@ballardspahr.com>
Subject: Re: notification

⚠ EXTERNAL

Thank you for your response. Your response further underscores the mystery here, though, as I was going to ask if attempts by email were also made yet none was sent to any of my email addresses (and I still have the same ones).

Would you please check if I was on the list? Thank you. It would be either as AJ Delgado or as Arlene Delgado. Additionally, Katrina Pierson did not receive the notice, either.

From: Slaughter, Joseph <Slaughterj@ballardspahr.com>
Sent: Friday, August 18, 2023 1:41 PM
To: A Delgado <ajdelgado@outlook.com>

Subject: RE: notification

Fair enough. In answer to your questions, the list is not public that I know of, but the court-approved notice procedures are. You can find them in the attached order at paragraph 10. As the order contemplates, we have sent notice to every address (email and snail mail) that the Campaign has supplied. And while there is no obligation to do so under the Court's order, we will also do our best to re-send any non-deliverable notices by using the USPS Change of Address database and similar resources.

Of course, if you have contact information for individuals whom you think should have received the notice but haven't, we're happy to have that. Our goal here is to get this disseminated as widely as possible so that the people who have been subject to these illegal contracts are made aware that they can speak freely if the settlement is approved. But our ability to get the word out is constrained by the information the Campaign has provided. I will note, however, that if the settlement is approved, the NDAs will no longer be in force against *anyone* who signed one in connection with the 2016 campaign, regardless of whether they received notice.

I hope that sufficiently answers your questions. May I ask what prompted your inquiry?

From: A Delgado <ajdelgado@outlook.com>

Sent: Friday, August 18, 2023 1:17 PM

To: Slaughter, Joseph (New York) <Slaughterj@ballardspahr.com>

Subject: Re: notification

⚠ EXTERNAL

Thank you for the offer but I would prefer in writing, just to ensure there is no miscommunication. My questions are rather simple and clear.

From: Slaughter, Joseph <Slaughterj@ballardspahr.com>

Sent: Friday, August 18, 2023 1:12 PM

To: A Delgado <ajdelgado@outlook.com>

Subject: RE: notification

Rather than continuing to go back and forth by email, do you want to hop on a call and I can talk you through the process that's gotten us to this point?

From: A Delgado <ajdelgado@outlook.com>

Sent: Friday, August 18, 2023 12:58 PM

To: Slaughter, Joseph (New York) <Slaughterj@ballardspahr.com>

Subject: Re: notification

⚠ EXTERNAL

Thank you for your response. So you are saying that the Trump Campaign provided you a list of who signed the NDA in 2016 and that Arlene (AJ) Delgado was not on that list?

Is that discovery list public? Were these notices sent solely by U.S. mail or also by email? What steps were in place to notify individuals if a mail-letter was not deliverable or returned?

From: Slaughter, Joseph <Slaughterj@ballardspahr.com>
Sent: Thursday, August 17, 2023 2:33 PM
To: A Delgado <ajdelgado@outlook.com>
Subject: RE: notification

The list of class members was generated by the Campaign in response to our discovery requests seeking that info; we unfortunately don't have insight into how they did that or how their internal systems catalogue employee information. I'm assuming you were a campaign employee or contractor in 2016? If so, and if you didn't receive the notice, that likely means either that you weren't on the Campaign's list, or they have incorrect address information for you. Does that make sense?

To your second question, you are correct that the notices went out weeks ago. There is, however, still plenty of time before it is approved. If you'd like to be heard on the issue, instructions for how to do so are in the notice.

And again, feel free to give me a call if you still have questions.

From: A Delgado <ajdelgado@outlook.com>
Sent: Thursday, August 17, 2023 1:42 PM
To: Slaughter, Joseph (New York) <Slaughterj@ballardspahr.com>
Subject: Re: notification

△ EXTERNAL

Hello, thank you, but my question was whether I was on the list and, if not, why not? Apparently these were sent out weeks ago?

From: Slaughter, Joseph <Slaughterj@ballardspahr.com>
Sent: Thursday, August 17, 2023 1:20 PM
To: A Delgado <ajdelgado@outlook.com>
Subject: RE: notification

Hi Ms. Delgado,

The Notice is attached here. Please feel free to give me a call if you have any questions.

Best,
Joe Slaughter

From: A Delgado <ajdelgado@outlook.com>
Sent: Thursday, August 17, 2023 8:43 AM
To: Slaughter, Joseph (New York) <Slaughterj@ballardspahr.com>
Subject: notification

△ EXTERNAL

Hello,

I write to you regarding the proposed-class-action notice that your firm allegedly sent out to all who signed a Trump Campaign NDA. I have no record of such arriving at my home. My

name is Arlene ("AJ") Delgado. Was I on your list? How was the notice sent? When? Thank you.

EXHIBIT B

Re: declaration

A Delgado

Wed 8/30/2023 9:00 AM

To: jblumetti@lhr gb.com <jblumetti@lhr gb.com>

Mr. Blumetti,

Following up on the below. Thank you.

From: A Delgado <ajdelgado@outlook.com>

Sent: Wednesday, August 23, 2023 1:05 AM

To: jblumetti@lhr gb.com <jblumetti@lhr gb.com>

Subject: Fw: declaration

Mr. Blumetti:

I am following up on the below.

When I sent you this email on July 14th, you refused to respond to me and instead responded to my counsel, claiming I had (improperly) contacted you directly (incidentally, you should know my counsel had authorized me to write to you directly about this, before I emailed you). You wrote:

Hi John,

See below email that I received from AJ Delgado.

I have not and will not respond to Ms. Delgado given that she is represented by counsel.

Separately, I note that notice in the Denson class action is being handled by plaintiff's counsel. Relatedly, not sure why Ms. Delgado did not receive a letter last summer, as hundreds of letters were sent to former Campaign workers by a third-party company at that time.

Jared

This week, Ballard Spahr confirmed that my name is not anywhere on the list that you/the Campaign provided to Ballard Spahr, purportedly containing the names of all who signed the NDA. Hence, I did not receive notice of the class certification this year but, more importantly, this explains (and confirms) why I never received the letter the Campaign claims it sent to all who signed the NDA, released all from such, in summer of 2022 and only learned of this 'release' a few weeks ago. Yet you filed a sworn declaration assuring Judge Gardephe that all signatories had been notified.

Is your position that my name was on the list you/the Campaign provided to the "third party company" in 2022 but *not* on the list to Ballard Spahr? Such is unlikely. Please advise and please provide me a contact person at the "third party company" you utilized for dissemination of the release.

Thank you.

From: A Delgado

Sent: Friday, July 14, 2023 1:37 PM

To: jblumetti@lhr gb.com <jblumetti@lhr gb.com>

Subject: declaration

Good afternoon Mr. Blumetti:

This is Arlene Delgado. I write to you directly, as this correspondence does not entirely fall under the realm of my current case, on which I am represented by counsel.

It has recently come to my attention that, on December 8, 2022, you filed a sworn declaration and submitted same to Hon. Paul Gardephe, in a case involving Ms. Jessica Denson (Case 1:20-cv-04737-PGG). In that declaration, paragraph 7, you represented to the Court that, in July 2022, the Trump Campaign sent out letters to all individuals who had signed the Trump Campaign 2016 NDA, notifying these individuals that they were no longer bound by the NDA and the Campaign would not enforce the NDA.

Such notice was never sent to me, via any method, even though my mailing address and email address remain unchanged.

Similarly, I also just learned this morning that a potential class was tentatively certified last month, yet no notice regarding such was sent to me (despite Judge Gardephe's order requiring notice to be sent out within 14 days). I intend to object to such and will promptly inform Judge Gardephe that I was never notified, with either notice.

First, however, please advise why I received no notification from the Trump Campaign in 2022, despite your sworn declaration representing such to Judge Gardephe, upon which the court relied.

Thank you.

EXHIBIT C

From: Jared Blumetti <jblumetti@lhrqb.com>
Date: July 14, 2023 at 2:03:27 PM EDT
To: John Phillips <jmp@floridajustice.com>
Subject: FW: declaration (AJ Delgado)

Hi John,

See below email that I received from AJ Delgado.

I have not and will not respond to Ms. Delgado given that she is represented by counsel.

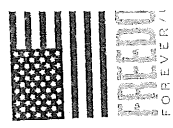
Separately, I note that notice in the Denson class action is being handled by plaintiff's counsel. Relatedly, not sure why Ms. Delgado did not receive a letter last summer, as hundreds of letters were sent to former Campaign workers by a third-party company at that time.

Jared

H. Delgado
136 SW 33 Ave
Miami FL 33137

RECEIVED
SEP 22 2023
PRO SE OFFICE

U.S. District Ct, S.D.N.Y.
40 Foley Square
New York, NY 10007



USPS